porations and individuals who are similarly situated and bear the same relation to the streets of the city. The rule of equality and uniformity is not evaded, nor does the ordinance unjustly discriminate against any individual or corporations."

The right of a municipal corporation to compel the abutter to clear the snow from the sidewalk, is discussed in 4 Va. Law Reg. 540, 547.

REMOVAL OF CAUSES—SUITS BETWEEN PARTIES NON-RESIDENT OF DISTRICT WHERE BROUGHT.—The Act of Congress of August 13, 1898 (25 Stat. 433, c. 866), which forbids the bringing of suits in Federal courts otherwise than in the district of which the plaintiff or the defendant is an inhabitant, must be construed as according a privilege to the defendant, which may be waived. And a citizen of a State who is sued in *the courts of a State* of which he is neither a citizen nor a resident, by a non-resident of that State, may remove the case to the Federal circuit court of the district wherein the suit was originally brought. *Memphis Sav. Bank* v. *Houchens* (C. C. A.), 115 Fed. 96. Citing *Trust Co.* v. *McGeorge*, 151 U. S. 129; *Railway Co.* v. *McBride*, 141 U. S. 127; *Kansas City & T. R. Co.* v. *Lumber Co.*, 39 Fed. 3.

REMOVAL OF CAUSES—EFFECT OF CONSENT TO FURTHER TIME TO PLEAD.—In *Muir* v. *Preferred Sec. Ins. Co.*, 53 Atl. 158, the Supreme Court of Pennsylvania considered the effect of a stipulation between counsel extending the time for filing an answer or plea to the declaration or complaint, and incidentally, therefore, for filing a petition for removal to the Federal court. Mitchell, J., delivering the opinion of the court, approving the rule that such a stipulation would extend the time for removal, said, after citing *Martin* v. *R. R. Co.*, 151 U. S. 673, and *Railway Co.* v. *Brow*, 164 U. S. 271, which he declared not closely analogous:

"The practice under the act of Congress is not at all uniform. The cases in the United States courts are numerous and conflicting. In *Spangler* v. *Railroad Co.* (C. C. W. D. Mo. 1890), 42 Fed. 305, it was held that the act of Congress fixes the time for removal peremptorily as of the date when the state statute first requires an answer or plea, and that no order of court can enlarge the time of removal, even though the state statute expressly fixes the time to plead with a proviso, 'unless longer time be granted by the court.' This is the most stringent construction of the statute that we have seen, and from this what we may call the 'strict decisions' vary all the way down to *Schipper* v. *Cordage Co.* (C. C. S. D. N. Y. 1895), 72 Fed. 803, which holds that an order of court extending time to answer will extend the time of removal, though a mere agreement or stipulation of the parties will not. See *Austin* v. *Gagan* (C. C. N. D. Cal. 1889), 39 Fed. 626, 5 L. R. A. 471; *Fox* v. *Railroad Co.* (C. C. W. D. N. C. 1897), 80 Fed. 945; *Martin* v. *Carter* (C. C. D. Mont. 1891), 48 Fed. 596; *Velie* v. *Indemnity Co.* (C. C. E. D. Wis. 1889), 40 Fed. 545; and *Mining Co.* v. *Hunter* (C. C. W. D. S. D. 1894), 60 Fed. 305.

"On the other hand, courts of equal authority have held entirely different views. In *Wilcox & Gibbs Guano Co. Phœnix Ins Co.* (C. C. D. S. C. 1894), 60 Fed. 929, it was held that the extension of the statutory time to plead by special